

COMBINED SYNOPSIS/SOLICITATION FOR COMMERCIAL ITEMS

General Information

Document Type:	Combined Synopsis/Solicitation
Solicitation Number:	NIEHS-6055269-TR
Posted Date:	August 13, 2021
Original Response Date:	August 13, 2021
Current Response Date:	August 19, 2021
Product or Service Code:	J074 – Maint/Repair/Rebuild of Equipment
Set Aside:	Full and Open Competition
NAICS Code:	811219, Other Electronic and Precision Equipment Repair and Maintenance

Contracting Office Address

National Institute of Environmental Health Sciences
Office of Acquisitions
530 Davis Drive
Morrisville, NC 27560

Description

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in the Federal Acquisition Regulation (FAR) subpart 12.6, "Streamlined Procedures for Evaluation and Solicitation for Commercial Items," as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested, and a written solicitation document will not be issued.

This solicitation is a request for quote (RFQ). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2021-05 March 10, 2021. This acquisition will be processed under FAR Part 13 Simplified Acquisition Procedures (SAP). The solicitation documents and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2021-05 March 10, 2021.

NIEHS-6055269-TR

The associated North American Industrial Classification System (NAICS) code for this procurement is 811219, with a small business size standard of \$22M.

This request is the renewal of a maintenance contract for the Bio-Rad QX200 Digital PCR System, which is critical for analyzing experimental samples produced in the lab. The maintenance agreement provides for routine maintenance, which is necessary for keeping the instrument in reliable working order and provides for timely repair in case of malfunction so that samples may be processed in the required timeframe.

All interested companies shall provide quotes for the following:

Supplies:

<u>Part No.</u>	<u>Qty</u>	<u>Description</u>
11000038	1ea	MONTHLY - Digital PCR System W/Manual DG, 1 yr FULL ON-SITE Complete Support Plan. Unlimited repair inclusive of travel, parts, and labor. Computer not covered. Includes Droplet Generator (non-Auto DG) and Droplet Reader. 1-Preventative Maintenance visit included.
1814000WMMT	1 ea.	MONTHLY - PCR Plate Sealer, 1 yr. FULL MAIL IN Complete Support Plan. Unlimited repair inclusive of shipping, parts, and labor. PM not included. 770BR1383 - PX1 PCR Plate Sealer

Total: _____

Place of Delivery

NIEHS
101 TW Alexander Drive
Rm. C220A
POC: Sherry Coulter
RTP, NC 27709

The Government will award a contract resulting from this solicitation to the responsible quoter whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Lowest Price Technically acceptable

Offerors must complete annual representations and certifications on-line at <https://www.sam.gov> in accordance with FAR 52.212-3, "Offerors Representations and Certifications–Commercial Items." If paragraph (j) of the provision is applicable, a written submission is required.

The following contract clauses apply to this acquisition:

- FAR 52.212-1, Instructions to Offerors-Commercial Items (JUL 2021)
- FAR 52.212-4, "Contract Terms and Conditions–Commercial Items" (OCT 2018)
- FAR 52.212-5, "Contract Terms and Conditions Required to Implement Statutes or Executive Orders" (JUL 2021)
- FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)
- FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Equipment (Aug 2020)

This is an open-market combined synopsis/solicitation for commercial products as defined herein. The government intends to award a purchase order as a result of this combined synopsis/solicitation that will include the terms and conditions set forth herein.

Submission shall be received no later than August 18, 2021, 3:00 pm Eastern time.

Any questions or concerns regarding this solicitation should be forwarded in writing via e-mail to the Contract Specialists listed below no later than August 18, 2021. No questions will be accepted or answered via telephone.

All people listed below **must** be included on all questions submitted.

Points of Contact

Tanya Redfearn
Contract Specialist
shields3@niehs.nih.gov

Beth Kuhaneck
Contract Specialist
beth.kuhaneck@nih.gov

Order of Precedence

This award incorporates only the Government-provided clauses and terms and conditions as stated in the award. Any Contractor-provided terms and conditions or "agreement" are for reference only. Should the terms of the Government's award document and the terms of the Contractor-provided terms and conditions or "agreement" conflict, the Government-provided clauses, terms, and conditions shall govern.

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2021)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUNE 2020), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved].

(6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

(10) [Reserved].

(11)

(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C.657a).

(ii) Alternate I (MAR 2020) of 52.219-3.

(12)

(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (MAR 2020) of 52.219-4.

(13) [Reserved]

(14)

(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C.644).

(ii) Alternate I (MAR 2020).

(15)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

(17)

(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (NOV 2016) of 52.219-9.

(iii) Alternate II (NOV 2016) of 52.219-9.

(iv) Alternate III (JUN 2020) of 52.219-9.

(v) Alternate IV (JUN 2020) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C.637(a)(14)).

(20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set- Aside (MAR 2020) (15 U.S.C. 657f).

(22)

(i) 52.219-28, Post Award Small Business Program Representation (NOV 2020) (15 U.S.C. 632(a)(2)).

(ii) Alternate I (MAR 2020) of 52.219-28.

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020)

(15 U.S.C. 637(m)).

(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

(26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).

X (27) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

(28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2020) (E.O.13126).

X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).

(ii) Alternate I (FEB 1999) of 52.222-26.

X (31)

(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ii) Alternate I (JUL 2014) of 52.222-35.

(32)

(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C.793).

(ii) Alternate I (JUL 2014) of 52.222-36.

(33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35)

(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).

(36) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(37)

(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (OCT 2015) of 52.223-13.

(41)

(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

(43)

(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(46) 52.223-21, Foams (Jun 2016) (E.O. 13693).

(47)

(i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

(ii) Alternate I (JAN 2017) of 52.224-3.

(48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

(49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAY 2014) of 52.225-3.

(iii) Alternate II (MAY 2014) of 52.225-3.

(iv) Alternate III (MAY 2014) of 52.225-3.

(50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

(56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).

(57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

(59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).

(60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C.3332).

(61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

(63)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C.4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C.793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C.4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii) (xiii)
- (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) (xix)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx.1241(b) and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

(a) Definitions. As used in this provision--

Covered telecommunications equipment or services, Critical technology, and Substantial or essential component have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. The Offeror represents that--

It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer--

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)

(a) Definitions. As used in this clause--

Covered foreign country means The People's Republic of China. Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably

believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817). Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if

known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to

prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

Clauses Incorporated by Reference:

52.204-19 Incorporation by Reference of Representations and Certification (Dec 2014) 52.222-50 Combating Trafficking in Persons (Oct 2020)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020)

52.225-13 Restrictions on Certain Foreign Purchases (Feb 2021)

52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013) 52.233-3 Protest after Award (Aug 1996)

52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)

Invoice Submission⁵⁰

a. Invoice Instructions for NIH Fixed-Price Type Contracts, NIH, are attached and made part of this contract.

The Contractor shall follow the attached instructions and submission procedures specified below to meet the requirements of a "proper invoice" pursuant to FAR Subpart 32.9, Prompt Payment.

1. Payment requests shall be submitted to the offices identified below. Do not submit supporting documentation (e.g., receipts, time sheets, vendor invoices, etc.) with your payment request unless specified elsewhere in the contract or requested by the Contracting Officer.

Invoice and Payment Provisions

The following clause is applicable to all Purchase Orders, Task or Delivery Orders, and Blanket Purchase Agreement (BPA) Orders/Calls: **Prompt Payment** (Jan 2017) FAR 52.232-25. Highlights of this clause and NIH implementation requirements follow:

I. Invoice Requirements

A. An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. A proper invoice is an "Original" which must include the items listed in subdivisions 1 through 12, below, in addition to the requirements of FAR 32.9. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, dairy products, edible fats or oils) with a statement of the reasons why it is not a proper invoice. (See exceptions under II., below.) Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor.

1. Contractor: Name, Address, Point of Contact for the invoice (Name, title, telephone number, e-mail and mailing address of point of contact).
2. Remit-to address (Name and complete mailing address to send payment).
3. Remittance name must match exactly with name on original order/contract. If the Remittance name differs from the Legal Business Name, then both names must appear on the invoice.
4. Invoice date.
5. Unique invoice #s for all invoices per contractor regardless of site.
6. NBS document number formats must be included for awards created in the NBS: Contract Number; Purchase Order Number; Task or Delivery Order Number and Source Award Number (e.g., Indefinite Delivery Contract number; General Services Administration number); or, BPA Call Number and BPA Parent Award Number.
7. Data Universal Numbering System (DUNS) or DUNS + 4 as registered in the Central Contractor Registration (CCR).
8. Federal Taxpayer Identification Number (TIN). In those exceptional cases where a contractor does not have a DUNS number or TIN, a Vendor Identification Number (VIN) must be referenced on the invoice. The VIN is the number that appears after the contractor's name on the face page of the award document.
9. Identify that payment is to be made using a three-way match.
10. Description of supplies/services **that match** the description on the award, by line billed.*
11. Freight or delivery charge must be billed as shown on the award. If it is included in the item price do not bill it separately. If identified in the award as a separate line item, it must be billed separately.
12. Quantity, Unit of Measure, Unit Price, Extended Price of supplies delivered or services performed, as applicable, and that **match** the line items specified in the award.*

* NOTE: If your invoice must differ from the line items on the award, please contact the Contracting Officer before submitting the invoice. A modification to the order or contract may be needed before the invoice can be submitted and paid.

B. Shipping costs will be reimbursed only if authorized by the Contract/Purchase Order. If authorized, shipping costs must be itemized. Where shipping costs exceed \$100, the invoice must be supported by a bill of lading or a paid carrier's receipt.

C. The Contractor shall submit invoice to the National Institutes of Health/Office of Financial Management (NIH/OFM) **via email** at invoicing@nih.gov with a copy to Contracting Officer, Contracting Officer's Representative, and Program point of contact, as directed. The invoices must be emailed in accordance with instructions below. Do not submit supporting documentation (e.g., receipts, time sheets, invoices, etc.) with your payment request unless specified elsewhere in the contract or requested by the Contracting Officer. The invoice shall be transmitted as an attachment via email to the address listed above in one of the following formats: Word, or Adobe Portable Document Format (PDF). The Contractor must submit only one invoice per email.

Please Note: NIH/OFM will not accept invoices postmarked and/or delivered in-person on/after December 1, 2020.

For inquiries regarding the status of invoices such as receipt of invoices, due date, request for payment of invoices, etc., contact NIH/OFM Customer Service via email at ofm_customer_service@incontactemail.com or via phone at 301-496-6088. To send your inquiries via other available communication methods see the NIH/OFM Customer Service website at <https://ofm.od.nih.gov/Pages/Customer-Service.aspx>.

The NIH/OFM Customer Service is open Eastern Standard Time Monday – Friday from 8:30 a.m. to 5:00

p.m. and is closed between 12:00 p.m. to 1:00 p.m.

In order to facilitate the prompt payment of invoices, it is recommended that the contractor submit a photocopy of the invoice to the "Consignee" designated for the acquisition in blocks 6A – 6E of the OF-347 of the Order/Award document.

II. Invoice Payment

A. Except as indicated in paragraph B., below, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

1. The 30th day after the designated billing office has received a proper invoice.
2. The 30th day after Government acceptance of supplies delivered or services performed.

B. The due date for making invoice payments for meat and meat food products, perishable agricultural commodities, dairy products, and edible fats or oils, shall be in accordance with the Prompt Payment Act, as amended.

III. Interest Penalties

A. An interest penalty shall be paid automatically, if payment is not made by the due date and the conditions listed below are met, if applicable.

1. A proper invoice was received by the designated billing office.
2. A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with a term or condition.
3. In the case of a final invoice for any balance of funds due the contractor for supplies delivered or services performed, the amount was not subject to further settlement actions between the Government and the Contractor.

B. Determination of interest and penalties due will be made in accordance with the provisions of the Prompt Payment Act, as amended, the Contract Disputes Act, and regulations issued by the Office of Management and Budget.

IV. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS, FAR 52.232-40 (December 2013)

- a. Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- b. The acceleration of payments under this clause does not provide any new rights under the prompt Payment Act.
- c. Include the substance of this clause, include this paragraph c, in all subcontracts with small business concerns, including subcontracts with small business concerns.

All quotes shall be sent to the NIEHS Office of Acquisitions via email to shields3@niehs.nih.gov.

This is a combined synopsis/solicitation for services as defined herein. The government intends to award a contract as a result of this combined synopsis/solicitation that will include the terms and conditions set forth herein. To facilitate the award process, all quotes must include a statement regarding the terms and conditions herein as follows:

"The terms and conditions in the solicitation are acceptable to be included in the award document without modification, deletion, or addition."

OR

"The terms and conditions in the solicitation are acceptable to be included in the award document with the exception, deletion, or addition of the following:"

Offerors shall list exception(s) and rationale for the exception(s).



To: All National Institutes of Health (NIH) Contractors/Vendors

Date: November 4, 2020

Subject: NIH Will No Longer Accept Hard Copy Invoices Effective December 1, 2020

Dear NIH Contractors/Vendors,

On April 1, 2020, in response to the COVID-19 pandemic, the National Institutes of Health (NIH)/Office of Financial Management (OFM) implemented an electronic invoice submission solution, which allows contractors/vendors to submit their invoices electronically via email. The electronic invoice submission solution also allows OFM accounts payable representatives to process invoices for payment securely and in a timely manner. The new electronic invoice submission solution has streamlined the invoicing process resulting in faster processing times by OFM staff and faster payments to our contractors/vendors. Currently, OFM is receiving approximately 80% of invoices via the new electronic invoice submission solution.

This email is to notify you that effective December 1, 2020, OFM will no longer accept hard copy contractor/vendor invoices sent to the OFM billing office via any shipping services (i.e., USPS, FedEx, UPS, DHL, etc.) or those delivered by any in-person drop off. OFM is requiring that all contractors/vendors submit their invoices for payment processing using the electronic invoice submission solution via email at invoicing@nih.gov. For your convenience, attached are step-by-step instructions, which must be followed, to ensure your invoices are submitted using the correct format to facilitate accurate and timely payments. OFM will **not** accept any invoices postmarked and/or delivered in-person on/after December 1, 2020.

The new electronic invoice submission solution is preparing NIH/OFM for the implementation of Treasury's Invoice Processing Platform (IPP) (eInvoicing), scheduled to be rolled-out throughout the Department of Health and Human Services (HHS) in December 2021.

OFM's Customer Service Office is here to help. Please do not hesitate to contact us at ofm_customer_service@incontactemail.com or call us at 301-496-6088 if you have any questions or concerns regarding the electronic invoice submission process. The Customer Service Office is open Monday – Friday from 8:30 a.m. to 5:00 p.m. Eastern Standard Time and is closed daily between 12:00 p.m. to 1:00 p.m. Eastern Standard Time.

Thank you,

OFM Commercial Accounts Team

Electronic Invoicing Instructions for NIH Contractors/Vendors

Updated: April 2, 2020

To All National Institutes of Health (NIH) Contractors/Vendors:

This notification is effective on **Wednesday April 1, 2020**.

The current national emergency and the need to protect Federal and Contractor staff has resulted in a change to NIH's invoice submission process. Effective Wednesday, April 1, 2020, all NIH contractors/vendors invoices should be sent electronically via email to the NIH Office of Financial Management (OFM) and the NIH Contracting Officer (CO) using the below electronic submission instructions.

On March 30, 2020, Governor Hogan issued a stay-at-home order for the state of Maryland where residents should not leave their homes unless it is for an essential purpose. Stay-at-home orders were also issued by the state of Virginia and the District of Columbia. Therefore, any mailed contractor/vendor invoices will be processed by NIH; however, significant delays are expected due to staff teleworking and complying with the stay-at-home orders. It is important that NIH contractors/vendors follow the below procedures in order to ensure smooth processing of invoices and timely payment.

Contractor/Vendor Electronic Invoice Submission to the Office of Financial Management (OFM):

The Contractor/Vendor shall:

- Send the invoice to the NIH centralized invoice email box: invoicing@nih.gov
- Follow the below format in the email subject line, which is a **must** (Note: The keywords and separating bars in **bold** must be present to identify the information.)

Vendor: name of the contractor/vendor | **PO:** Contract Number/Task Order Number | **Invoice:**9999999

- Ensure that the body of the email and attached invoice must both include the contractor/vendor's correspondence email address in the below format (**bolded information must be present to identify information**):

Correspondence email address: xyz@abc.com

Note: See a screenshot example in the attachment

- Follow the system size limits that apply to the email and each invoice: individual email attachments cannot exceed 5 megabytes each; and the email plus all attachments cannot exceed a total of 30 megabytes.
- Clearly identify a valid and complete contract number on each invoice
- Clearly identify a valid and complete order number on each invoice
- Clearly identify an accurate DUNS number on each invoice
- Not include confidential information such as Social Security Numbers (do not include TIN if it is a Social Security Number)
- Send one (1) invoice per email

The date/time that a valid invoice is submitted electronically to the email box (invoicing@nih.gov) will be the same date/time logged as that the invoice is received by NIH.

Please do not hand-deliver invoices to any NIH office. Please follow the above electronic submission instructions until further notice. In addition, please note that your contract or order will not be modified to reflect the above changes to the invoicing instructions. Failure to follow the above electronic submission instructions may result in invoice processing delays.

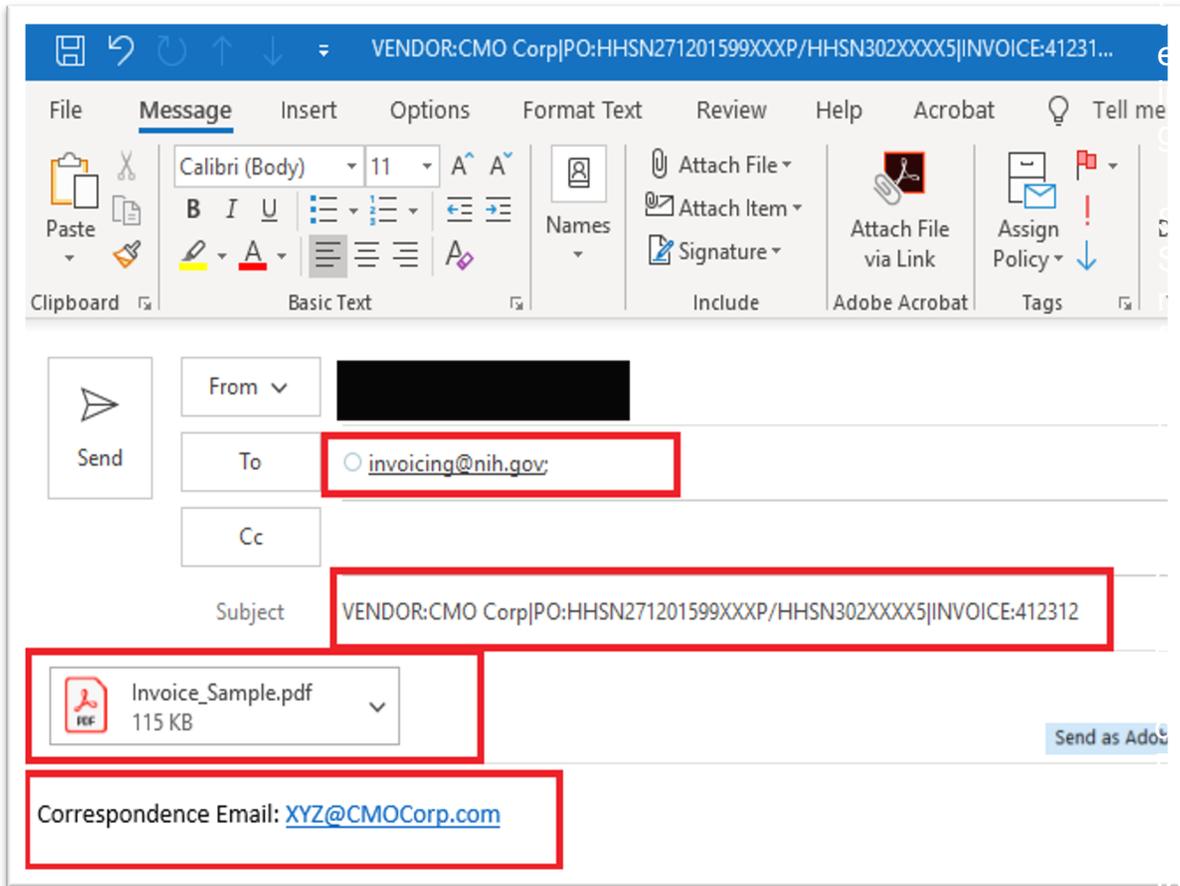
For Questions? Inquiries regarding the status of invoices such as receipt of invoices, due date, or payment of invoices should be directed to the OFM Commercial Accounts Branch, Customer Service Office at 301-496-6088. The office is open Monday-Friday from 8:30 am to 4:30 pm (eastern prevailing time). The Customer Service Office is closed daily between 12:00 pm to 1:00 pm (eastern prevailing time).

Contractor Courtesy Copy Electronic Invoice Submission to the Contracting Officer (CO):

The Contractor shall send the OFM-submitted invoice to the NIH Contracting Officer.

Instructions for Submitting Electronic Invoices via Email to the NIH Office of Financial Management (OFM) Effective April 23, 2020 (Updated October 30, 2020)

4 Steps to Create the Invoice Submission Email



PLEASE READ THE BELOW INSTRUCTIONS THOROUGHLY BEFORE SUBMITTING YOUR INVOICE ELECTRONICALLY.

***Note:** The key words (**Vendor**, **PO**, and **Invoice**), Colon (:) character following the keywords and the **PIPE (|)** character must be present to identify the information. The pipe (|) character is entered by pressing and holding the shift key and the backslash (\) key at the same time. The term “PO” is being used as a generic term to identify the award number [purchase order, contract, Blanket Purchase Agreement (BPA) call, task or delivery order] and must be used in the subject line, regardless of the specific type of your award.

How to Properly Format the Subject Line of Your Email

EXAMPLE 1 – If Your Contract Includes a Contract Number AND an Order Number or Call Number:

Vendor: Name of the Contractor or Vendor | **PO:**Contract Number/Order Number or Call Number | **Invoice:**9999999

EXAMPLE 2 – If Your Contract ONLY Includes a Contract Number:

Vendor: Name of the Contractor or Vendor | **PO:**Contract Number | **Invoice:**9999999

EXAMPLE 3 – If Your Contract ONLY Includes an Order Number:

Vendor: Name of the Contract or Vendor | Order Number | Invoice:99999999

Screenshot of How to Locate the Contract Number and Order Number on Your SF 1449

(SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Form)

The screenshot below shows where the Contract Number and Order Number are located on the SF 1449. The SF 1449 is provided to you by the NIH Contracting Officer upon awarding the contract. Please use the information on your SF 1449 to populate the correct Contract Number and Order Number in the subject line of your email invoice submission.

The Contract Number is required in order to process all invoices. The Contract Number is the same as the “PO” on the invoice email subject line. The Order Number is only applicable for certain contracts and can be found in field number 4, on the SF 1449 form. If your SF 1449 does not include an Order Number, then follow EXAMPLE 2 above to ensure the Subject line of your email is properly formatted.